

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Request for Proposals ("RFP") No. 18-001 Contractual Services –Water Supply Planning and Economic Analysis

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333, is issuing a Request for Proposals from qualified firms to provide contractual services to assist the District in **Water Supply Planning and Economic Analysis** supporting water supply assessments, regional water supply planning, recovery and prevention strategies, economic analysis, rule development, project development, and project management.

The selection committee composed of District staff will evaluate and rank the respondents in each category. The District may award contracts with one or more firms receiving the highest scores. The initial contract shall be for a period of up to three (3) years, with an option for a renewal of up to three (3) years at the District's discretion. A contract awarded pursuant to this RFP does not obligate the District to assign any work or project to a respondent nor does it obligate the District to pay a respondent the rates reflected in the respondent's Schedule of Costs. The District retains the right to negotiate a lower Schedule of Costs after contract award if it is in the best of the District to do so.

The deadline for submission of Proposals and the opening of the sealed responses is 2:00 P.M. ET, March 2, 2018. The opening of the responses is open to the public and will be at District headquarters (U.S. Highway 90, 10 miles west of Tallahassee, FL. The selection committees will meet on March 14, 2018, to finalize the rankings. Provisions will be made to accommodate the handicapped (if requested) provided the District is given at least 72 hours advance notice. All Proposals must conform to the instructions in the Request for Proposals (RFP) and comply with applicable Florida Statutes. Copies of RFP 18-001 can be obtained through the State Vendor Bid System or from the District website at: www.nwfwater.com.

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SECTION 1. GENERAL INFORMATION

1.1 INTRODUCTION AND PURPOSE

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333, (hereinafter referred to as the “District”) is issuing a Request for Proposals from qualified firms to provide contractual services to assist the District in **Water Supply Planning and Economic Analysis** supporting water supply assessments, regional water supply planning, recovery and prevention strategies, economic analysis, rule development, project development, and project management.

The Northwest Florida Water Management District covers 16 counties in the Florida panhandle – from Escambia County east to the westernmost portion of Jefferson County. Within the District's 11,305-square-mile area, there are seven water supply planning regions: Region I (Escambia County); Region II (Santa Rosa, Okaloosa, and Walton counties); Region III (Bay County); Region IV (Calhoun, Holmes, Jackson, Liberty and Washington counties); Region V (Franklin and Gulf counties); Region VI (Gadsden County); and Region VII (Leon, Wakulla and western Jefferson counties).

1.2 SCOPE OF WORK

The intent of this RFP is to have qualified firms available to assist with water supply planning and regulatory support and minimum flows and minimum water levels (MFLs) on a task assignment basis. Individual scopes of work will be developed to support water supply planning, economic analysis, rule development, project development and project management activities, as further described in the table below.

Category	Examples, including but not limited, to:
1. Water Supply Planning	<ul style="list-style-type: none">• Water use data compilation and analysis• Water supply and wastewater reuse assessments, designs and/or studies• Regional water supply planning and assessment• Recovery and prevention strategies to address Minimum Flows and Minimum Water Levels (MFLs)
2. Economic Analysis	<ul style="list-style-type: none">• Statement of estimated regulatory costs (SERC)• Short and long term costing analysis for water supply projects
3. Rule Development	<ul style="list-style-type: none">• Drafting new rules and regulations (i.e. MFLs)• Procedures for rulemaking• Facilitation of rule development workshops/public hearings
4. Project Development	<ul style="list-style-type: none">• Feasibility analysis, planning and cost analysis of surface water storage systems, aquifer recharge systems (recharge wells, rapid infiltration basins, etc.), reclaimed water systems, and other alternative and traditional water supply options• Local, state, federal permitting activities related to water supply projects

Category	Examples, including but not limited, to:
5. Project Management	<ul style="list-style-type: none"> • Development of scopes of work and schedules • Compilation, synthesis and integration of multiple work products (e.g., project data, hydrologic, economic or ecological evaluations, recommendations) • Preparation and presentation of technical reports, presentations, and media materials • Schedule management and budget tracking • MFL peer review

1.3 DEFINITIONS

For the purpose of this RFP, "respondent" shall mean contractors, vendors, consultants, organizations, firms or other persons submitting a response to this RFP.

1.4 DATE AND LOCATION OF PUBLIC OPENING

Northwest Florida Water Management District
Division of Resource Management
81 Water Management Dr.
Havana, FL 32333

**THE DISTRICT MUST RECEIVE ALL PROPOSALS BY
2:00 P.M. ET, March 2, 2018, THE DAY OF THE PUBLIC OPENING.**

1.5 SCHEDULE

Respondents shall adhere to the following schedule in all actions concerning this RFP.

<u>Date/Time</u>	<u>Action</u>
January 23, 2017	District issues Request for Proposals
February 16, 2018, 2:00 P.M.	Deadline for written inquiries
March 2, 2018, 2:00 P.M.*	Opening of sealed Proposals
March 14, 2018, 2:00 P.M.*	Selection Committee meets to finalize and announce rankings
April 12, 2018*	Governing Board considers selection committee's recommendations (tentative)*

*Denotes a public meeting. All times denote Eastern Time (ET).

1.6 DELAYS

The District may delay scheduled due dates in the timetable above if it is to the advantage of the District to do so. The District will notify respondents of all changes in scheduled due dates by posting on the District's website and the State of Florida's Vendor Bid System website.

1.7 SUBMISSION AND WITHDRAWAL

Respondents shall submit one (1) original and three (3) copies of the Proposal. Proposals must be hard copy. Fax and email transmittals will not be accepted. The respondent may submit the Proposals in person, by courier, or by mail. Please see *Section 2.2- Packaging and Delivery* for more information.

The District will receive Proposals at the following address:

Northwest Florida Water Management District
Attn: Agency Clerk
81 Water Management Drive
Havana, Florida 32333

Please be advised that mail delivery to the District is not always by 2:00 P.M. ET.

For deliveries via courier service, please use the address below:

Northwest Florida Water Management District
U.S. Highway 90 west, 10 miles west of Tallahassee

The District cautions respondents to assure actual delivery of mailed or hand-delivered Proposals directly to the Agency Clerk prior to the deadline set for opening. Telephone confirmation of timely receipt of the Proposals may be made by calling (850) 539-5999 and asking for the Agency Clerk before Proposal opening time. Proposals received after the established deadline **shall not** be considered. Receipt of Proposals by any District office or personnel other than the District receptionist or the Agency Clerk **shall not** constitute "delivery" as required by this RFP.

A respondent may withdraw a Proposal by notifying the District in writing at any time prior to the opening. Respondents may withdraw Proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide a signed receipt for the Proposals. Proposals, once opened, become the property of the District and will not be returned to the respondents.

Proposals received by the District in response to this RFP will become a public record (unless an exemption to Florida's Public Records Law applies) when the District provides notice of its intended decision or 30 days after opening the Proposals, whichever is earlier. If the District rejects all Proposals and concurrently provides notice of its intent to reissue the RFP, the rejected Proposals remain exempt from Florida's Public Records Law until such time as the District provides notice of an intended decision concerning the reissued RFP or until it withdraws the reissued RFP. A Proposal is not exempt for longer than 12 months after the initial notice rejecting all Proposals.

Proposals will be made available for inspection at the time the District posts notice of its decision or intended decision concerning contract awards or 30 days after the Proposals opening, whichever is earlier.

1.8 INQUIRIES

The Procurement Officer may orally explain the District's procedures and assist respondents in referring to any applicable provision in the Request for Proposal documents. District staff is not authorized to orally interpret the meaning of the specifications or other contract documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Officer and must be in writing. Any said inquiries must be received in writing no later than February 16, 2018, 2:00 P.M. ET. Inquiries shall reference the date of the RFP opening and RFP title and number. The District will provide answers to substantive questions in the form of a written addendum (see next section).

Procurement Officer
Elaine McKinnon
Elaine.McKinnon@nwfwater.com
(850) 539-2777 (fax)

1.9 ADDENDA

If revisions become necessary, the District will post written addenda on the District's internet website and on the State of Florida's Vendor Bid System website. **All addenda issued by the District will include an addendum acknowledgment form which must be signed and included with any Proposals that are submitted to the District.** In the event multiple addenda are issued, a separate acknowledgment form for each addendum must be included with the Proposal at the time it is submitted to the District. Prospective respondents are responsible for determining whether addenda have been issued and are advised to check the websites or with the District's Procurement Officer prior to submitting their Proposal.

1.10 EQUAL OPPORTUNITY

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, sex, or disability. It is the policy of the District to ensure that qualified respondents wishing to participate in the procurement process have the maximum opportunity to compete and perform on District contracts.

The District encourages participation by minority-, veteran-, and women-owned Certified Business Enterprises and requests that firms submit evidence of such designation with their Proposal. For further information on designation as a certified business enterprise, visit www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified.

1.11 AMERICANS WITH DISABILITIES ACT

The District does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of the District's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact Wendy Dugan, Division of Administration, at (850) 539-5999.

1.12 INSURANCE

The respondent, if awarded a contract, shall maintain adequate insurance in the amount and coverages reflected in the draft contract attached as Exhibit A. In the event the respondent is a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the respondent's insurance coverage, policies or capabilities may be grounds for rejection of the Proposal and cancellation of any ensuing contract.

1.13 PUBLIC CRIMES/DISCRIMINATORY VENDORS

In accordance with sections 287.133 and 287.134, F.S., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

1.14 PROHIBITED CONTACT

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

1.15 PROTEST OF RFP PROVISIONS

If a potential respondent protests any term, condition or specification of this RFP, a notice of intent to protest shall be filed with the District in writing within 72 hours after the posting of the Request for Proposals on the District's website. **Failure to file a timely protest of a provision of the RFP within the time prescribed in Section 120.57(3) Florida Statutes shall constitute a waiver of the right to contest a term, condition or specification of the RFP in a protest of an intended award.**

1.16 CHALLENGE OF DISTRICT'S INTENT TO AWARD CONTRACT

If a respondent intends to protest the District's intent to award a contract(s), the notice of intent to protest must be filed in writing within 72 hours after posting of a notice of intent to award a

contract(s) and the respondent shall file a formal written protest within ten (10) days after filing of notice of intent to protest. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code, and Section 120.57(3), Florida Statutes, shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes.

Failure to file a notice of intent to protest or failure to file a formal written protest and bond within the time prescribed in Chapter 28-110, Florida Administrative Code and Sections 120.57(3) and 287.042(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes..

1.17 USE BY OTHER FLORIDA GOVERNMENT ENTITIES

With the consent and agreement of the District and of the successful respondent(s), purchases may be made or services provided under this RFP by other governmental agencies or political subdivisions within the State of Florida pursuant to the terms and conditions of the Agreement if otherwise authorized by law. Such purchases will be governed by the same terms and conditions stated herein. These governmental entities include other water management districts, State of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special districts, and other local public agencies or authorities. This RFP and agreement in no way restricts or interferes with the right of any public entity to procure any or all these services independently. References to the Northwest Water Management District in the Agreement will be replaced with the purchasing entity. The District will not be a party to any other governmental entity's agreement to purchase pursuant to this RFP. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

1.18 DISCLAIMER

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Respondents should prepare the Proposals simply and economically, to provide a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

1.19 PUBLICITY

The respondent shall obtain prior approval of the District for all news releases or other publicity pertaining to this RFP or the service or any project to which it relates.

1.20 WAIVER OF MINOR IRREGULARITIES

The District may waive minor irregularities in proposals received where such is merely a matter of form and not substance. Minor irregularities are defined as any deviation from a mandatory requirement of the RFP that, if waived, will not have an adverse effect on the District's interest and will not give a respondent an advantage or benefit not enjoyed by the other respondents. The District is not required to waive a minor irregularity and has the sole discretion to determine whether a minor irregularity should be waived.

SECTION 2. RESPONDENT PROPOSALS

2.1 PROPOSAL REQUIREMENTS

Proposals submitted for **RFP 18-001** for **Water Supply Planning and Economic Analysis** to the Northwest Florida Water Management District are to, at a minimum, include the following information:

- A. Firm name and business address, and location of branch offices (if any). Firm name and business address of subcontractors (if any) who may be utilized to provide services to the District.
- B. A description of the qualifications of the firm in providing similar assignments. A brief description of the respondent's organization, size, range of activities, project team organization chart, and any other appropriate information to describe the organization.
- C. The Proposal is to provide a description of the experience, expertise, and capabilities of the firm(s) and assigned staff in the following categories. The Proposal should include descriptions of similar work and projects completed or ongoing. For examples, please see detail included in *Section 1.2 Scope of Work*.
 1. Water Supply Planning
 2. Economic Analysis
 3. Rule Development
 4. Project Development
 5. Project Management
- D. A list of the key individuals available in the firm to perform work on assigned tasks and a resume for each listed individual detailing their qualifications, experience, and expertise in similar projects. This is to include the individual's title and a description of his/her specific role(s) in the completion of the tasks. Titles for assigned staff should be consistent with the submitted Schedule of Costs (hourly rates and unit costs).
- E. The experience and expertise of the project manager and the project management approach.
- F. A summary of the current and projected work load of the firm as related to the capacity of the firm to complete projects between 2018 and 2021, and the delivery plan the respondent will use to ensure the District will receive all deliverables including electronic data in a timely manner.
- G. Schedule of Costs, including hourly rates and unit costs for the base term of three (3) years and for the three (3) year renewal term. **Failure to provide a Schedule of Costs for the base term and for the renewal term may be grounds for rejecting a Proposal as nonresponsive.** An example is provided in Attachment A of the draft agreement, which is included as Exhibit A.

- H. A minimum of three (3) separate client references including the client name, address, telephone number and contact, for whom the firm has performed similar work in the past five years.
- I. Identification of known or potential for conflict(s) of interest in performing the tasks requested herein.
- J. A summary of any pertinent litigation filed against the firm during the last three years.

2.2 PACKAGING AND DELIVERY

To facilitate processing, the face of the envelope or box containing the Proposals shall state in capital letters:

“SEALED PROPOSALS, RFP 18-001, CONTRACTUAL SERVICES FOR WATER SUPPLY PLANNING AND ECONOMIC ANALYSIS, TO BE OPENED MARCH 2, 2018, 2:00 P.M. EASTERN TIME (ET), AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT.”

The sealed envelope or box shall also include the respondent’s name and business address. One original and three printed copies of each separate Proposal in a sealed, opaque envelope or box, shall be provided. **Proposals timely received but not properly sealed and marked shall not be considered.**

Respondents who utilize courier service packing and shipping materials should place the Proposals in a sealed and labeled envelope or box inside the courier-supplied shipping materials. Please see *Section 1.6 Submission and Withdrawal* for more information.

It is the respondent's responsibility to ensure that his/her Proposals are delivered at the proper time and place of the opening. Proposals that are for any reason received after the established deadline will not be considered. Submittal of Proposals by telegram, telephone, e-mail, or fax will not be acceptable. The Northwest Florida Water Management District is located in the Eastern Time Zone, approximately ten (10) miles west of Tallahassee on U.S. Highway 90. Please be advised that mail delivery to the District is not always by 2:00 P.M. ET.

2.3 DISTRICT FORMS AND RULES

When included, all forms supplied by the Northwest Florida Water Management District shall be submitted with Proposals. All Proposals must comply with applicable Florida Statutes, laws, and rules.

2.4 CONFLICT OF INTEREST

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents shall disclose with their Proposal the name of any officer, director, board member, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all respondents shall disclose the

name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the respondent's firm, subsidiaries or branches.

2.5 RESPONDENT CHECKLIST

Please review this checklist (RFP 18-001) to ensure that you have properly followed the instructions. Many Bids and Proposals are rejected because the respondent simply failed to comply with required preparation and submission requirements.

- Have you performed a final review of your response to ensure you included all required documentation?
- Have you signed and included the Submittal Form?
- Have you signed all Addenda Acknowledgment forms, if applicable, and included the forms in your submittal package?
- Is your envelope properly marked?** See *Section 2.2- Packaging and Delivery* for further details. (Most rejected Proposals are caused by the respondent failing to properly mark their package. All incoming correspondence is opened when received unless properly marked for a specified opening date and time. If your Proposal is opened prior to the designated date and time, it cannot be considered).
- Have you selected the method of shipping that will ensure that your response will arrive before the deadline? Responses received after the date and time specified will not be considered.

SECTION 3. EVALUATION AND CONTRACTING

Responses will be evaluated by a District staff Evaluation Committee based upon the criteria listed under *Section 3.1 Evaluation Criteria* below. Each committee member will complete a separate evaluation form for each Proposal. The scores of the Evaluation Committee members will be averaged and the respondents will be ranked based upon their average scores from highest to lowest. The Governing Board, in its sole discretion, will determine how many contracts to award and will award contracts based upon the ranking of the Evaluation Committee starting with the respondent(s) who received the highest average score.

3.1 EVALUATION CRITERIA

The following criteria, corresponding to factors listed in the table under *Section 1.2*, will be used to evaluate Respondents deemed to be the most qualified to perform the required work.

Water Supply Planning and Economic Analysis

	Criteria	Maximum Points
1	Firm(s) experience and expertise of assigned personnel with water supply planning, including estimates and projections, regional water supply plans, water supply evaluations, and MFL recovery and prevention strategies	20
2	Firm(s) experience and expertise of assigned personnel with economic analyses, including SERCs and project costs	20
3	Firm(s) experience and expertise of assigned personnel with rule development and procedures, including drafting of new rule language	20
4	Firm(s) experience and expertise of assigned personnel with project development including feasibility analysis, permitting, and cost analysis of water supply projects	20
5	Schedule of costs, as indicated by submitted hourly rate schedule for base term and renewal term	20
6	Ability to meet workload demands of the District upon project assignment	10
7	The experience and expertise of the project manager with project management and coordination of task orders, schedule management, budget tracking, compilation and synthesis of technical information, report preparation, and stakeholder coordination	10
8	The location of the firm and assigned key personnel/project manager. Higher consideration will be given to firms whose firm/key personnel/project manager are nearest District headquarters.	10
	Total Points Available	130

3.2 CONTRACT AWARDS

The District anticipates entering into contract(s) with respondents who submit the Proposals judged by the District to be most advantageous taking into consideration the evaluation criteria set forth in this RFP and the ranking of the Evaluation Committee.

The District may award contracts to more than one firm. The initial contract shall be for a base period of three (3) years, with an option for a renewal of up to three (3) years at the District's discretion.

The District reserves the right to reject any and all Proposals, to waive any minor irregularities and to solicit and re-advertise for other Proposals. Mistakes clearly evident on the face of the Proposal documents, such as computation errors, may be corrected by the District.

The respondent understands that this RFP does not constitute an agreement or a contract with the District. An official contract or agreement is not binding until Proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the District, and the contract or agreement is executed by both parties. A contract awarded pursuant to this RFP does not obligate the District to assign any work to a respondent nor does it obligate the District to pay a respondent the rates reflected in the respondent's Schedule of Costs. The District retains the right to negotiate a lower Schedule of Costs after contract award if it is in the best of the District to do so.

All negotiated contracts may be subject to the approval of the Northwest Florida Water Management District Governing Board at a duly noticed Board meeting.

Notice of a contract award shall be posted in on the District's website (www.nwfwater.com) and on the State of Florida Vendor Bid System (www.myflorida.com/apps/vbs/vbs_main_menu). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of the proceedings under Chapter 120, Florida Statutes.

3.3 CONTRACT OPERATIONS

The selected firm(s) will enter into a contract with the District. The contract will specify hourly rates to be used as the basis of compensation, and invoicing, reporting, payment schedule requirements, financial consequences, and any other provisions stipulated by the District.

Task Orders and/or Task Change Orders, as either lump sum fixed cost amounts or on a cost reimbursement basis, will be issued for individual tasks or project activities over the duration of contract and project period as needed. Prior to issuance of a Task Order and/or Task Change Order, a written fee quotation and schedule will be solicited from the selected firm for the specified work. The fee quotation and schedule may be accepted, negotiated, or rejected, and must be within the provisions stipulated by the contract.

The District will issue a Task Order to the firm deemed to be the most qualified by the District in its sole judgment and discretion. Factors that may be considered by the District in making this determination include, but are not limited to, familiarity with the geographical area of the project, past performance, availability and ability of professional personnel, cost, and ability to perform tasks in a timely manner. This solicitation does not provide any guarantees regarding the quantity or dollar amount of Task Orders that may be issued under this RFP. The successful award of a contract does not guarantee that any individual Task Order will be given.

The selected firm must be capable of commencing work within 15 days of the issuance of a Notice to Proceed by the District. The selected firm will be required to commit personnel and resources as necessary to perform, without interruption, all work associated with the project. Financial consequences for failure to initiate work within the specified time, for late performance, or for non-performance within agreed-upon schedules will be included in the contract or Task Order for services.

Reports prepared by the consultant shall contain the results of the data collected and other pertinent information pertaining to the work performed. Electronic files of all information collected, developed and presented also shall be provided to the District at the time of the submission of Report(s) or other Deliverables.

The contract will take precedence in the event of any conflict between language in the contract and this RFP.

SECTION 4. SUBMITTAL FORM

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this Response as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this Response or in the Agreement to be entered into; that this Response is made without connection with any other person, company, or parties submitting a Response; and that this Response is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the Response opening, as acknowledged via separate form attached (where applicable); and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its Response is accepted and an Agreement negotiated with the District, Respondent shall contract with the District in the form of the attached Agreement, and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement, and shall furnish the required evidence of the specified insurance.

Authorized Signature

Position or Title

Typed Name of Above Signature

Agency or Company

Unsigned Proposals may be rejected by the Agency Clerk of the Northwest Florida Water Management District.

April Murray, Agency Clerk
Northwest Florida Water Management District

EXHIBIT A – AGREEMENT FOR CONTRACTUAL SERVICES

**Agreement for Contractual Services for
Water Supply Planning and Economic Analysis
Between
Northwest Florida Water Management District
And
[Contractor]
(NFWFMD Contract Number 18-XXX)**

This agreement (the “Agreement”) is by and between the Northwest Florida Water Management District (hereinafter, the District) and _____ (hereinafter, the Contractor). The District and the Contractor hereby agree as follows:

SECTION 1 – SCOPE OF SERVICES

- A. The Contractor shall perform and render all services as an independent Contractor of the District and not as an agent, representative, or employee of the District. Services shall be provided in accordance with the Contractor’s proposal submitted under RFP 18-001 entitled “Contractual Services – Water Supply Planning and Economic Analysis” incorporated herein by reference, and Task Orders when issued to the Contractor, at the discretion of the District.
- B. New Task Orders issued by the District will include a new Task Order number and a statement of work for the services to be performed. Within fourteen (14) days of receipt of any Task Order Request (TOR) issued by the District, the Contractor may be requested to submit a detailed Scope of Work (SOW), detailed fee proposal, and schedule to the District based on the project description specified by the District or its authorized representative as “the Scope of Work” for the TOR. All work by the Contractor associated with preparation of SOWs, detailed fee proposals and, schedules shall be solely at the expense of the Contractor.
- C. Within seven (7) days of delivery of a SOW, schedule, and detailed fee proposal for any TOR, the Contractor shall meet with District representatives to negotiate the final SOW and fee for the Task Order. At the discretion of the District, negotiations concerning the scope of work and fees may be conducted by teleconference at a date and time specified by the District.
- D. As part of this Agreement, the Contractor may be called upon to provide expert testimony by legal counsel representing the State of Florida and/or the District. Such requests would also be through a Task Order negotiated at a fair price for goods and services.

SECTION 2 – RESPONSIBILITIES OF CONTRACTOR

- A. The Contractor is responsible for the timely completion, professional quality, and technical accuracy of all work and services provided to the District under the terms of this Agreement. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies identified by the District in reports, drawings, and in conjunction with all other services provided for under this Agreement.
- B. The District's approval of field activities, reports, drawings, other services, and incidental work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of his work. For the purposes of this Agreement, technical adequacy shall refer to the performance of all work in accordance with the Quality Assurance requirements set forth in the Contractor's proposal with said work performed in accordance with the generally accepted standards and professional practices. The District's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause for action arising out of the performance of this Agreement.
- C. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the District caused by the Contractor's negligent performance of any of the services furnished under this Agreement.
- D. The Contractor's obligations under this Section are in addition to the Contractor's other expressed or implied assurances under this Agreement or state law and in no way diminish any other rights that the District may have against the Contractor for deficiencies in work.
- E. The Contractor shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.
- F. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 3 – TRUTH-IN-NEGOTIATIONS

The Contractor certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one year following the end of this Agreement.

SECTION 4 – COMPENSATION

- A. Maximum compensation under this contract shall be determined by the collective Task Orders issued under the terms of and during the inclusive dates of this Agreement and shall not exceed the availability of funds and current budget authorizations as approved by the District's Governing Board. Each Task Order shall stand apart from all other Task Orders and shall not extend a scope of services or funding to or from another Task Order.

- B. The Contractor shall submit invoices no more frequently than monthly per the requirements of each Task Order. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. A final invoice must be submitted within thirty (30) days after the expiration date of the Task Order to assure the availability of funding for final payment.
- C. Unless otherwise specified within a Task Order, the compensation amount will be determined on the basis of the unit prices as set forth in Attachment A, Schedule of Costs, attached hereto and made a part hereof, or on the basis of a negotiated fixed fee. Compensation for all Task Orders, and if required, subtasks of each Task Order will be pre-approved by the District and subject to negotiations as outlined in Section 1. Any subcontractor fees and other direct expenses required for completion of a Task Order will be billed at actual cost without mark-up and must be identified and pre-approved by the District in the Task Order. The basis of compensation shall be pre-determined for each task as outlined in Attachment A. All travel shall be in accordance with Section 112.061, Florida Statutes and must be pre-approved by the District. In such instance, travel expenses must be submitted on District travel forms.
- D. An original invoice, including appropriate backup documentation, shall be submitted to both the District's Project Manager at contact information included in Section 6.A, and the District's Accounting Department, at the contact information listed below. An original invoice may be submitted either electronically or in hard copy.

Northwest Florida Water Management District
 81 Water Management Drive
 Havana, FL 32333
AccountsPayable@nwfwater.com

SECTION 5 – TIME OF PERFORMANCE

- A. This Agreement is effective on the date of execution and shall remain in effect through September 30, 2021, subject to the availability of appropriated funds in each fiscal year of the District.
- B. By formal amendment in writing and agreed upon by both parties, the District may renew this Agreement for a time period not to exceed three (3) years, subject to availability of appropriated funds in each fiscal year of the District.
- C. Individual completion dates for work to be performed shall be included in each Task Order and shall be within the effective date of this agreement, as stated in Section 5.A.

SECTION 6 – APPROVALS AND NOTICES

- A. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person addressed to the individuals listed in 6.B. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- B. The District's Project Manager for this Agreement is identified below:

[NAME], or successor
Northwest Florida Water Management District
81 Water Management Drive

Havana, FL 32333-4712	
Telephone No.:	(850) 539-5999 x.XXX
Fax No.:	(850) 539-2777
E-mail Address:	[EMAIL@nwfwater.com]

The Contractor's Project Manager for this Agreement is identified below:

[Contractor's Project Manager's Name], or successor	
[Company Name]	
[Office or Program Name, if applicable]	
[Mailing Address]	
[City, State and Zip]	
Telephone No.:	(XXX) XXX-XXXX
Fax No.:	(XXX) XXX-XXXX
E-mail Address:	

- C. No amendment to this Agreement shall be effective unless agreed in writing and executed by the parties hereto.
- D. The District and the Contractor may, by written order designated to be a Task Change Order, agree that additional work shall be undertaken for Task Orders issued within the general scope of this Agreement.
- E. All work shall progress as stipulated and provided in approved Task Orders as described in Section 1, "Scope of Services."
- F. The District shall, at its sole discretion, determine whether the project tasks have been satisfactorily completed.
- G. The Contractor agrees to assume responsibility for all claims, demands, liabilities, and suits of any nature to the extent resulting from any act or failure to act by the Contractor, its agents or employees to the extent permitted by Florida law.
- H. The District may unilaterally cancel this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with the contract.

SECTION 7 – INSURANCE

The Contractor shall maintain adequate insurance coverage at all times as follows: General Liability, with limits no less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit of not less than \$1,000,000; Workers Compensation and Employers Liability, with limits not less than \$1,000,000 for each accident for Bodily Injury by Accident, \$1,000,000 policy limit and \$1,000,000 each employee for Bodily Injury by Disease. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning operations, and all such insurance policies shall provide for thirty (30) days' notice to the District of cancellation or any material change in the terms of the insurance policies.

SECTION 8 – SUBCONTRACTS

- A. The Contractor shall not subcontract, assign or transfer any work under this Agreement without the prior written consent of the District. Any subcontractors who may be employed by the Contractor and approved by the District must also adhere to all provisions of this Agreement. Subcontractors included in the Contractor's proposal for this Agreement are pre-approved for use under any Task Order or Purchase Order.
- B. When applicable the Contractor shall cause the names of subcontractor firms responsible for portions of the work to appear on such work.
- C. The Contractor agrees to notify the District of all subcontracts no less than ten (10) days prior to the effective date of the subcontracts for the purpose of approval by the District. The Contractor agrees to provide the District with an executed copy of all subcontracts within ten (10) days after the effective date thereof.
- D. The Contractor agrees to be responsible for the fulfillment of all work elements or arrangements as included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and hold the District harmless from any liability or damages arising under or from any subcontract hereunder.

SECTION 9 – TERMINATION OF AGREEMENT

- A. The District or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The District's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto. This Section 9 does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.
- B. If the Contractor fails to fulfill its obligations in a timely and proper manner under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the District has the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the Contractor of such termination and specifying the reason and effective date thereof. Upon notice of intent to terminate this Agreement by the District, the Contractor will have a contract resolution period not to exceed 30 days to resolve deficiencies, disputes or other contract issues to the District's satisfaction before the termination is final. During this resolution period the Contractor will not initiate any new tasks requiring additional compensation without written approval by the District.
- C. The District may at any time and for any reason terminate this Agreement at the District's convenience. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue the work and procurement for all materials and services in connection with the performance of this Agreement.
- D. The Contractor shall not be relieved of liability to the District for damages sustained by the District because of any breach of this Agreement, without prejudice to any other rights the District may have as a result of such breach, including but not limited to the right to consequential or incidental damages.
- E. In the event the District terminates this Agreement, other than for breach by the Contractor, the Contractor shall be compensated for work completed as of the date of termination and for any

irrevocable commitments for procurement for materials or services made by the Contractor as of the date of termination. The Contractor agrees that it will make no such commitments prior to receiving written approval from the District. The Contractor also agrees to provide all work products completed or in progress at the date of termination.

SECTION 11 – OWNERSHIP OF DOCUMENTS AND DELIVERABLES

- A. The Contractor will provide the District with any and all reports, plans, models, geographic information system data, studies, maps, or other documents resulting from Task Orders and associated detailed scope of services and schedule. Unless otherwise specified, all written materials, documents, plans, model results, and maps shall be submitted to the District in editable electronic format by the Contractor, and hard copies shall be provided as requested by the District. All digital photos, graphics, and maps shall be of sufficient quality to be reproducible.
- B. The Contractor shall be responsible for the validation of all field and analytical data collected by the Contractor and shall be responsible for the accuracy of all reports submitted to the District.
- C. All reports produced and other data gathered by the Contractor for the purpose of this Agreement shall become the property of the District without restriction or limitation upon their use and shall be made available by the Contractor at any time upon request of the District.
- D. All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. For any Work subject to patent or copyright, such Work is a “work made for hire” as defined by the patent and copyright laws of the United States. Contractor shall not make any representation otherwise and, upon request, shall sign any documents so affirming. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are District property and shall be safeguarded and provided to the District upon request. This obligation shall survive termination or expiration of this Agreement.
- E. The District shall have the unrestricted right to use and disseminate all of the above-referenced documents without payment of further compensation to Contractor, provided that any future use for other than the purpose intended by this Agreement shall be at the District’s sole risk and without liability to Contractor. Contractor shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the District, as provided herein. All original sketches, tracings, drawings, computation details, calculations, field books, and plans that result from the Work shall become the sole property of the District. Consultant shall submit all such work products to the District, if requested. Contractor may retain copies of all work products created pursuant to this Agreement.

SECTION 12 – RELEASE OF INFORMATION

The Contractor agrees not to divulge any information obtained in connection with the performance of services under this Agreement to anyone other than the District unless authorized in writing by the District. All drawings, specifications, diagrams, reports, documents, etc., furnished by the Contractor pursuant to this Agreement shall become the sole property of the District, and may be subject to disclosure by the District under Chapter 119, Florida Statutes. However, the Contractor shall maintain the confidentiality of the project and all related information unless such confidentiality is waived by the District in writing.

SECTION 13 – CHOICE OF LAW/FORUM

- A. The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such actions shall be brought in Leon County, Florida.
- B. Failure to file a protest within the time prescribed in section [120.57\(3\)](#), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

SECTION 14 – PUBLIC ENTITY CRIME/DISCRIMINATORY VENDOR LIST

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

SECTION 15 – ACCESS TO RECORDS FOR THE PURPOSE OF AUDITS

- A. The Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three (3) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Grantee shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.
- B. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the District to perform the services under this agreement.

- C. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- D. If the Grantee meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S., [i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If this District does not possess the requested records, the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If the Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119, F.S. or as otherwise provided by law.
 - ii. Upon request from the District’s custodian of public records, the Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
 - iii. The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
 - iv. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records.
- E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS** by telephone at (850) 539-5999; by email at ombudsman@nwfwater.com; or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.

SECTION 16 – AGENCY INSPECTORS GENERAL

The Contractor understands and shall comply with section 20.055(5), F.S., which states: It is the duty of every state officer, employee, agency, special district, board, commission, contractor and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

SECTION 16 – PAYMENTS

Payment will be made upon inspection and approval of deliverables as specified by Task Order and within 30 days of receipt of an approved invoice, submitted in sufficient detail for a pre-audit and post-audit review.

SECTION 17 – REMEDIES

- A. In accordance with 287.058(1)(h), F.S., the District will apply financial consequences for nonperformance. If Contractor fails to produce the deliverables as specified within the assigned Task Orders, the District shall apply the financial consequences identified therein.
- B. Cumulative Remedies. The rights and remedies of the District in this Section 17 are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 18 – EXECUTION OF COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SECTION 19 – AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This Agreement, including Attachment A, Contractor’s Proposal submitted for RFP 18-001, District’s Request for Proposals, and subsequent individual Task Orders and supporting documents, hereby incorporated by reference, makes up the entire contract of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation, or agreements, either verbal or written between the parties hereto. [This Section 19 is not intended to negate or supersede that certain _____ Agreement dated _____, 20__, between the District and the Contractor, which is in the process of being performed.]

IN WITNESS THEREOF, the District and the Contractor have executed this Agreement as of the date below written.

Northwest Florida Water Management District
Havana, Florida

(CONTRACTOR)
(CITY, STATE)

By: _____

Brett J. Cyphers
Executive Director

By: _____

(NAME)
(TITLE)

Date: _____

Date: _____

Attachment A to Contract Number 18-XXX

Example Schedule of Costs

A. The Contractor shall be compensated by the District for cost reimbursement tasks in accordance with the following hourly rates:

<u>Labor Category:</u>	<u>Rate Per Hour</u>
Principal	\$xx.xx
Project Manager	\$xx.xx
Professional Geologist	\$xx.xx
Hydrologist	\$xx.xx
Economist	\$xx.xx
Senior Planner	\$xx.xx
Project Scientist	\$xx.xx
Planner/GIS Analyst	\$xx.xx
Planner Technician/GIS Technician	\$xx.xx
Policy Specialist	\$xx.xx
Communications Specialist	\$xx.xx
Accountant	\$xx.xx
Administrative Assistant	\$xx.xx
Other personnel	\$xx.xx

